

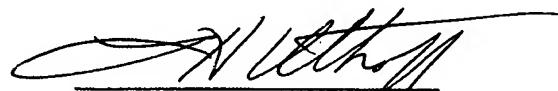
**STATEMENT UNDER 37 C.F.R. §3.73(b)**

EATON FLUID POWER GMBH states that it is the assignee of the entire right, title, and interest in and to the above-referenced U.S. patent application by virtue of an assignment from the inventor(s) of such patent application. A true copy of the original assignment is attached hereto.

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of EATON FLUID POWER GMBH.

Respectfully submitted,

3/23/06  
Date



Name: Loren H. Uthoff, Jr.  
Title: Senior Patent Counsel

## ASSIGNMENT BY INVENTORS

**THIS ASSIGNMENT**, made this 9th day of January, 2006, by  
Michael Zimpfer and Andreas Hilgert (hereinafter referred to as Assignors), residing at  
Erzbergerring 9, 76275 Ettlingen, GERMANY; and Bergstrasse, 2c, 76547 Sinzheim,  
GERMANY, respectively;

**WHEREAS**, Assignors have invented certain new and useful improvements in  
Pressure-Dependent Check Valve and Hydraulic System Equipped Therewith, set forth in a  
Patent application for Letters Patent of the United States, Serial No. 10/559,549 filed on  
December 2, 2005; and

**WHEREAS**, Eaton Fluid Power GmbH, having its principal place of business at  
Dr. Reckeweg-Str. 1, 76532 Baden-Baden, Germany (hereinafter referred to as Assignee), is  
desirous of acquiring the entire right, title and interest in and to said inventions and said  
Application for Letters Patent of the United States, and in and to any Letters Patent of the  
United States to be obtained therefore and thereon.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and  
sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold,  
assigned, transferred and set over, and by these presents do sell, assign, transfer and set over,  
unto Assignee, its successors, legal representatives and assigns, the entire right, title and  
interest in and to the above-mentioned inventions and application for Letters Patent, and in and  
to any and all direct and indirect divisions, continuations and continuations-in-part of said  
application, and any and all Letters Patent in the United States and all foreign countries which  
may be granted therefore and thereon, and reissues, reexaminations and extensions of said  
Letters Patent, and all rights under the International Convention for the Protection of Industrial  
Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use  
and benefit of its successors, legal representatives and assigns, to the full end of the term or  
terms for which Letters Patent may be granted and/or extended, as fully and entirely as the  
same would have been held and enjoyed by Assignors, had this sale and assignment not been  
made.

**AND** for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

**AND** for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

**AND** Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

**AND** Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

HONIGMAN MILLER SCHWARTZ AND COHN LLP

All practitioners at Customer Number 44200

AND Assignors acknowledge an obligation of assignment of this invention to  
Assignee at the time the invention was made.

09 January 2006

*Michael Zimpfer*

Michael Zimpfer

**Witness:**

Jan. 09, 2006

Date

*Gabrielle Kral*